

## INFORMATION FOR BIDDERS

Sealed proposals for completing the **ANNUAL STREET RESURFACING 2020** project will be received by the Town of Easton, 14 South Harrison Street, Easton, Maryland 21601 until **10:00 a.m., June 2, 2020**, and then publicly opened and read aloud.

Contact the Easton Engineering Department at 410-820-8822 or Engineering@EastonMD.gov to request Contract Documents. Contract Documents will be sent via e-mail.

A Pre-Bid Meeting will be held via video conference call at **10:00 a.m. on May 14, 2020**. Attendance by prospective bidders is strongly encouraged, but not required. Instructions on how to join the Pre-Bid Meeting video conference call will be e-mailed to anyone requesting Contract Documents.

Any questions regarding the project must be submitted via e-mail to Engineering@EastonMD.gov prior to **4:00 p.m., May 21, 2020**.

All proposals must include the following:

1. Brief Description of the Bidder (limited to 2 pages)
2. List Examples of work representative of this Project
3. Be submitted upon the attached form
4. Must give the price in figures for each item of the proposed work and must be signed by the bidder with their name and address.
5. **Bid Bond** equal to **5% of the annual price** in the form of certified check, cashier's check or a bond payable to the Town of Easton.
6. Each proposal must be enclosed in a sealed envelope marked, "**ANNUAL STREET RESURFACING 2020**".

Proposals made on anything other than the attached form will not be considered. Changes in the phraseology of the proposal, additions, or limiting provisions will render the proposal informal and may cause its rejection.

The right is hereby reserved to reject any or all proposals and to waive informalities as the interest of the Owner (Town of Easton) may require.

Proposals shall be subject to the following provisions:

1. The Town shall award the bid to the lowest responsible and responsive bidder, in addition to considering price, the Town Council shall consider:
  - a. The ability, capacity, and skill of the bidder to perform the contract or provide the service required;
  - b. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the services.
  - c. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;

- d. The character, integrity, reputation, judgment, experience, and efficiency of the bidder;
  - e. The quality of performance of previous contracts or services of the bidder;
  - f. The previous and current compliance by the bidder with laws and ordinances relating to the contract or service;
  - g. Whether the bidder is in arrears to the Town on any debt or contract, is in default on any surety to the Town, or is delinquent as to any taxes or assessments; and
  - h. Any other information that may have a bearing on the decision to award the contract.
2. The Town may re-advertise for new bids.
  3. The Town may accept and reject any and all bids or part thereof and may waive technical defects or irregularities.
  4. The Town may accept the bid which represents the best value to the Town and acceptance of which is in the best interest of the Town.
  5. The Town may require successful bidders to furnish security conditioned upon the faithful performance of their contract and conditioned upon the payment of the wages and compensation of all laborers employed on work for which a contract is made by the contractor, or subcontractor.

No bidder may withdraw their bid within **30 calendar days** after the opening thereof.

Each proposal **must** be accompanied by the fully executed Affidavits 1 and 2, which certify that there has been no collusion in the preparation of the proposal and that no officer of the Town of Easton or the Easton Utilities Commission has or will receive a benefit monetary or material consideration from the profits of the proposed contract.

If the bidder to whom an award is made shall fail to execute the contract and bond hereto attached, and as herein provided, the award may be annulled and the contract awarded to the second bidder meeting the Town's award criteria, and such bidder shall fulfill every stipulation embraced herein, as if they were the original party to whom the award was made; or the Owner (Town of Easton) may reject all of the bids, as its interest may require.

Bidders must be prepared to complete work outlined in Special Condition 2.E before **AUGUST 15, 2020**. Bidder further agrees to pay as liquidated damages, an amount of **\$250 per calendar day**, as defined in the General Conditions.

In addition to work outlined in Special Condition 2.E., additional work may be added to this Contract if mutually agreed to by both the Town and the Contractor. All additional work under this Contract must be complete by **DECEMBER 31, 2020**.

END OF SECTION